IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF PENNSYLVANIA

DONNA BONANT and ROBERT BONANT, , her husband, Plaintiffs,	)	
v.	)	Civil Division Civil Action No.:
MONARK STUDENT TRANSPORTATION CORPORATION, a Pennsylvania business corporation, MARK SCHMITT, individually and as president of Monark Student Transportation Corporation, and WILLIAM PITTMAN, individually and as an employee of Monark Student Transportation Corporation Defendants,	)	Hon. JURY TRIAL DEMANDED

CIVIL ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

AND NOW come the Plaintiffs, Donna Bonant and Robert Bonant, her husband, who by Thomas J. Michael & Associates, LLC, and Thomas J. Michael, their attorney file the following CIVIL ACTION COMPLAINT AND DEMAND FOR JURY TRIAL:

PARTIES

1. Plaintiffs Donna Bonant and Robert Bonant, her husband, hereinafter referred to as “Plaintiffs” and “Bonant” are adult individuals who reside in Allegheny County, Pennsylvania.

2. Defendant Monark Student Transportation Corporation herein after referred to as “Monark” and “Defendant Monark” is a Pennsylvania business corporation whose principal

place of business is 5374 William Flynn Highway, Gibsonia, Allegheny County, Pennsylvania 15044.

3. Defendant Mark Schmitt, hereinafter referred to as "Schmitt", is an adult individual whose last known place of business was Monark Student Transportation Corporation, 5374 William Flynn Highway, Gibsonia, Allegheny County, Pennsylvania 15044.

4. Defendant William Pittman, hereinafter referred to as "Pittman", is an adult individual whose last known place of business was Monark Student Transportation Corporation, 5374 William Flynn Highway, Gibsonia, Allegheny County, Pennsylvania 15044.

5. The acts of each Defendant and each employee, agent and representative of Defendant Monark Student Transportation Corporation are deemed to be the act of each individual in their own capacity as well as their capacity as officers, employees, agents and representatives of that business entity.

6. At all times pertinent hereto, Defendants Schmitt and Pittman were officers agents, servants and/or employees of Defendant Monark, acting on its behalf, under its direction and control and with its knowledge, approval and consent.

Jurisdiction

7. Jurisdiction is vested in this honorable Court pursuant to 28 U.S.C. §1331 (federal question) and 28 U.S.C. §1367 (supplemental jurisdiction).

8. Venue is properly in this Court pursuant to 28 U.S.C. §1391(b)(1) because all of the defendant reside or have their principal place of business within this District.

9. Plaintiffs in this action seek to recover compensatory, statutory, exemplary and/or punitive damages as the result of Defendants' conduct along with interest, cost of suit and attorney's fees.

Facts

10. On a date in or about June 2003, Donna Bonant was hired by Defendant Schmitt as a school bus driver for Defendant Monark.

11. Schmitt on hiring Donna told her that she would be scheduled to drive a school bus for the company; that she would have an opportunity to work at other jobs at the company, including the bus wash rack, and that she would be scheduled according to her seniority.

12. In or about 2003, shortly after being employed by Monark, Donna was scheduled to work at the bus wash rack in addition to her driving duties.

13. Shortly after Donna began working at the wash rack, Monark moved its bus washing operations to a new facility, which included a new wash rack.

14. After the bus washing facility moved to its new location, Monark no longer scheduled Donna to work at its facility washing busses.

15. When Donna asked why she was not scheduled to wash buses, Schmitt told her that neither she nor any other woman employed by Monark would be scheduled for such work; that only male employees would be scheduled to work at the new wash rack.

16 Until her termination in 2007, Donna was not scheduled to work at the wash rack because of her gender.

17. From her date of hire in 2003 through her last date of employment December 11, 2007, Monark at the direction of Schmitt operated buses for tours and excursions. The busses used for such purposes were described by Monark as "coaches" and the trips described as "coach runs".

18. Monark permitted its drivers to operate coaches and scheduled them for coach runs based on seniority and driving record.

19. During her employment, Donna had greater seniority, similar or better record, and similar to or greater than the experience of male drivers assigned to coach runs.

20. When Plaintiff on several occasions asked Monark managers and schedulers at the direction and behest of Schmitt refused to train her to drive coaches so she could dive coach runs she was denied because defendant Monark did not assign female drivers to coaches or coach runs.

21. Monark's management employees specifically told Plaintiff that women were not assigned to excursions, those trips went exclusively to male employees.

22. Male coach drivers on coach runs earned more money than female drivers transporting school students on school busses.

23. At all times pertinent hereto Monark assigned Plaintiff to work with or near defendant William Pittman, another school bus driver employed by the corporate defendant.

24. Throughout her period of employment, Pittman conducted an ongoing course of sexual harassment and discrimination which included, but was not limited to the following:

a. Pittman in front of Schmitt and other Monark employees calling the Plaintiff a "big fat bitch who can't get out of her bus" at a volume and in a manner that caused Schmitt to laugh at the plaintiff humiliation and embarrassment. Pittman did not subject male employees to such treatment.

b. Pittman throughout plaintiff's employment at Monark used obscene, vulgar, sexist language in front of the plaintiff and other female employees, and directed such comments to Plaintiff in particular in her presence and before other Monark employees.

c. Pittman conducted ongoing harassment toward the Plaintiff by dumping trash in her vehicle, moistened the driver's seat of her bus and other degrading and embarrassing activities intending to intimidate and harass her as a woman, when he did not direct such activities against other male employees.

d. Pittman made sexually provocative gestures to the Plaintiff ridiculed her body shape, and touched her in a sexually inappropriate manner embarrassing and humiliating her in front of other male and female Monark employees including supervisors and managers, including Schmitt.

25. On or about December 11, 2007, while at Richland Elementary School Plaintiff asked co-worker Norm Worth if he was in the process of becoming a driver trainer. Worth stated that he was in the process of upgrading to the trainer position.

26. Plaintiff then said to Worth "Tell me you're a better driver than I am". Worth replied that he could not do that.

27. Shortly after Worth's reply to Plaintiff, Pittman interjected into the conversation that Plaintiff did not have the right equipment to be a trainer. When Plaintiff asked to what equipment Pittman was referring he replied using the vulgar term for male genitalia. Whereupon, he moved toward Plaintiff saying "let me check" and attempted to grab her genitals.

28. Monark and Schmitt were award of the above referred to incident and took no disciplinary action as to Pittman or any other employee for the sexual harassment of Plaintiff or other female employees.

29. Schmitt along with other Monark managers and supervisors knew Pittman had conducted an ongoing course of sexual harassment of Plaintiff throughout time of her employment at Monark; consented to that course of conduct; permitted such conduct to continue, and take no disciplinary action against Pittman even though such conduct violated the "Monark Student Transportation Corp. Sexual Harassment Policy", a true and correct copy of which is attached hereto, incorporated by reference as if fully set forth herein and is marked "Exhibit 1".

30. In addition to Pittman's conduct, described above, Monark and Schmitt permitted employees, both male and female, to use obscene and sexually explicit language, jokes, gestures, and comments in the work place, even though Plaintiff told both the employees using such language and Monark's supervisors and managers that sexually explicit language, jokes, gestures and comments directed to her and other women were unwelcome.

31. Schmitt and Monark in permitting the above described sexual conduct to continue unabated made was so pervasive that enduring such conduct became a condition of Plaintiff's employment at Monark and created an intimidating, hostile, abusive and offensive work environment.

32. Plaintiff has filed a claim of sexual discrimination in the instant matter with the United States Equal Employment Opportunity Commission (EEOC) at No. 533-2008-01387 and with the Pennsylvania Human Relations Commission (PHRC) at No. 200804556.

33. The EEOC issued Plaintiff a right to sue letter dated September 13, 2010, a true and correct copy of which is attached hereto, incorporated by reference as if fully set forth herein and marked “Exhibit 2”.

34. The PHRC issued Plaintiff a right to sue letter dated September 1, 2009, a true and correct copy of which is attached hereto, incorporated by reference as if fully set forth herein and marked “Exhibit 3”.

COUNT I SEXUAL DISCRIMINATION
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Corporation and Mark Schmitt

35. Paragraphs 1 through 34, above, are incorporated by reference as if fully set forth herein.

36. At all times pertinent hereto Plaintiff Donna Bonant was a fully qualified bus driver with the same or similar qualifications, seniority and capabilities as male drivers employed by Monark.

37. At all times pertinent hereto Plaintiff Donna Bonant was physically capable of performing the duties required for assignment to the bus wash rack, operate a coach bus and act as a trainer for school bus drivers to the same or similar extent as male employees of Monark assigned to such duties.

38. Defendants Monark Student Transportation Corporation and Mark Schmitt refused to assign wash rack assignments, coach training and assignment to coach runs and assignment as a driver trainer to Plaintiff because of her gender, making such assignments to male drivers based on their gender.

39. Monark refused to assign Plaintiff to wash rack duties, operating coach busses and acting as a trainer for school bus drivers because at the time of her requests either no women were assigned to such duties or a disproportionately lower number of women were assigned to such duties. Further, as noted above, she was specifically told by Schmitt and/or other supervisory and management personnel that her gender was a motivating reason for the company's refusal to assign Plaintiff to those jobs.

40. Monark and Schmitt by refusing to assign Donna to wash rack work; refusing to train her to drive coaches and assign her to coach runs, and refusing to train her to act as a bus driver trainer intentionally discriminated against her based on her gender in violation of Title VII to the Civil Rights Act of 1964, 42 U.S.C. §2000e-2(a)(1).

41. As the direct result of Monark and Schmitt's gender discrimination, Donna Bonant suffered the following damages:

a. Lost income
b. Lost opportunity to advance in her job and future employment opportunities
c. Harassment, humiliation and emotional distress
d. Loss of enjoyment of life
e. Such other damages as are authorized by statute

WHEREFORE, the Plaintiff respectfully demands this honorable Court enter an order and Issue a judgment in her favor and against defendants Monark Student Transportation Corporation and Mark Schmitt jointly, severally, separately or in the alternative awarding statutory damages, compensatory damages, exemplary damages, attorneys fees and expenses of litigation.

COUNT II – SEXUAL HARASSMENT PENDANT CLAIM

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Corporation, Mark Schmitt and William Pittman

42. Paragraphs 1 through 41, above, are hereby incorporated by reference as if fully set forth herein.

43. Through out the term of her employment Plaintiff Donna Bonant was subjected to intimidation, ridicule, insult, attempted physical assault, sexually derogatory comments, derogatory comments concerning her physical appearance, and other gender related derogatory comments by William Pittman that was sufficiently server and pervasive so as to alter the conditions of her employment and create an abusive and hostile work environment.

44. Monark officers and managers including Mark Schmitt were aware of the actions of Pittman and conditions set forth in paragraph 39 above.

45. As the direct result of Pittman's actions, and Monark and Schmitt's permitting such conditions to continue throughout Plaintiff's employment, Donna Bonant suffered emotional distress, humiliation and embarrassment to the extent she was brought to tears while at the workplace and following her work while at home, with her family and in other not work situations.

46. The conduct of Pittman and the acquiescence in such conduct by her employer and Schmitt would have detrimentally affected a reasonable person in Donna Bonant's circumstances.

47. Monark's notice of Pittman's actions were known to its president, Schmitt, and management/supervisory personnel because such individuals were present when Pittman harassed Plaintiff and because Plaintiff made the employer aware of Pittman's outrageous.

48. The hostile work environment created by Pittman and/or other Monark employees so changed the conditions of Plaintiffs employment as to create an unlawful employment

practice in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C.§§2000e-2(a)(1), 2000(a)(2) and 2000(m).

49. As the direct result of Monark and Schmitt's gender discrimination, Donna Bonant suffered the following damages:

a. Lost income

b. Lost opportunity to advance in her job and future employment opportunities

c. Harassment, humiliation and emotional distress

d. Loss of enjoyment of life

e. Such other damages as are authorized by statute

WHEREFORE, the Plaintiff respectfully demands this honorable Court enter an order and Issue a judgment in her favor and against defendants Monark Student Transportation Corporation and Mark Schmitt jointly, severally, separately or in the alternative awarding statutory damages, compensatory damages, exemplary damages, attorneys fees and expenses of litigation.

COUNT III – SEXUAL DISCRIMINATION
Donna Bonant v. Monark Student Transportation
Corporation and Mark Schmitt

50. Paragraphs 1 through 49, above, are hereby incorporated by reference as if fully set forth herein.

51. The conduct of Monark and Schmitt as set forth above, constitute unlawful discrimination in violation of the Pennsylvania Human Relations Act, 43 Pa.C.S.A.§955a.

52. Plaintiff is authorized to bring this civil action pursuant to 43 Pa.C.S.A. §962(c)(1) and (2).

53. As the direct result of Monark and Schmitt's gender discrimination, Donna Bonant suffered the following damages:

a. Lost income
b. Lost opportunity to advance in her job and future employment opportunities
c. Harassment, humiliation and emotional distress
d. Loss of enjoyment of life
e. Such other damages as are authorized by statute

WHEREFORE, the Plaintiff respectfully demands this honorable Court enter an order and Issue a judgment in her favor and against defendants Monark Student Transportation Corporation and Mark Schmitt jointly, severally, separately or in the alternative awarding statutory damages, compensatory damages, exemplary damages, attorneys fees and expenses of litigation.

COUNT IV – LOSS OF SERVICES
Robert Bonant v. Monark Student Transportation Corporation,
Mark Schmitt and William Pittman

54. Paragraphs 1 through 53, above, are hereby incorporated by reference as if fully set forth herein.

55. At all times pertinent hereto Robert Bonant and Donna Bonant were husband and wife and resided together in Allegheny County, Pennsylvania, with their children.

56. As the direct result of the defendants conduct as set out in the forgoing paragraphs of this complaint, Donna Bonant was so emotionally affected that her condition caused her to be unable to fully perform as a wife and partner.

57. Robert Bonant has lost the services and attention of Donna as follows:

a. Reduced ability to perform household work and upkeep of the home;

b. Reduced ability to attend to and care for their minor children, including their child with special needs;

c. Loss of enjoyment of his wife's companionship and attention;

58. In addition to the injuries set forth in the paragraph above, as the direct result of the defendants' outrageous and illegal conduct Robert Bonant suffered the following injuries:

a. Humiliation and embarrassment;

b. Emotional distress and inconvenience;

c. Loss of enjoyment of life

d. Such other statutes as may be permitted by law.

WHEREFORE, the Plaintiff Robert Bonant respectfully demands this honorable Court enter an order and Issue a judgment in his favor and against defendants Monark Student Transportation Corporation, Mark Schmitt and William Pittman jointly, severally, separately or in the alternative awarding statutory damages, compensatory damages, exemplary damages, attorneys fees and expenses of litigation.

Respectfully submitted,

Thomas J. Michael & Associates, LLC
By:

/s/ Thomas J. Michael

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